BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO.

BESCOM/GM(M&C)/126/RO/2023-24

BIDDING DOCUMENTS

For

Sale of single phase, three phase whole current and three phase CT operated Static Meters for prospective consumers on rate contract basis in retail outlets and for procurement of meters for arranging power supply to new connections under Janasnehi and for replacement of defective /burnt-out meters on need basis against Purchase orders placed for O&M Divisions in Retail Outlets of BESCOM for a period of one year extendable for another one year or till implementation of Smart meters whichever is earlier in BRAZ area of BESCOM.

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS

In these general conditions and specifications, the following expressions shall have the meanings herein assigned to them, unless there is something in the subject or context inconsistent with such meaning.

1.1 “BESCOM” shall mean the **BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED,** which has jurisdiction over the area of works, and it's successor if any.

1.2 "Contract and Contract Documents" shall mean and include the General conditions of Contract, Special Conditions, Specifications, Schedule of Prices, drawings and the stamped agreement.

1.3 "Contractor" shall mean the tenderer / bidder whether a firm, registered company, partnership or an individual, whose tender has been accepted by BESCOM or by the Officer duly authorized on behalf of BESCOM, and who has entered into agreement with the BESCOM for due fulfillment of the Contract and shall also include legal representatives, successors and assignees of the tenderer.

1.4 **Successful Bidder**” shall mean the Bidder whose bid has been evaluated and accepted for the Award of Contract.

1.5 ‘**Owner**'/ **“Purchaser “**shall mean the **Bangalore Electric Supply Company Limited (BESCOM)** and shall include its Legal Representatives, Successors and Assignees.

1.6 “Division" shall refer to the respective O & M division office of the BESCOM directly in charge of the works.

1.7 **'Engineer'** shall mean the Officer appointed in writing by the **Owner** to act as Engineer from time to time for the purposes of the Contract and **"Engineer"** shall also include the Chief Engineer and/or Superintending Engineer and/ or Executive Engineer and /or Assistant Executive Engineer and / or Assistant Engineer of BESCOM.

1.8 The term '**Contract Price**' shall mean the lump sum Price comprised of Unit Price including all taxes and charges quoted by the Contractor

in his Bid with additions and/or deletions as may be mutually agreed and incorporated in the Letter of Award, for the complete Scope of the Works.

1.9 "Specifications" shall mean the specifications annexed.

1.10 Words used in singular shall also include the plural and vice versa where the context so demands.

2.0 CONTRACTOR TO INFORM HIMSELF FULLY

2.1 The Contractor shall in writing get necessary clarifications by the Engineer in respect of the meaning of any of the conditions set forth in the Contract documents.

3.0 AGREEMENT, PERFORMANCE GUARANTEE / SECURITY DEPOSIT

3.1 Within a period of fifteen days, or such other period as may be mentioned in the letter of notification of acceptance of the tender, the tenderer shall furnish the required PERFORMANCE GUARANTEE / SECURITY DEPOSIT and shall enter into an agreement with BESCOM for sale of meters in retail outlets of BESCOM, as per the conditions of contract.

3.2 All expenses incurred for completing and stamping the contract agreement shall be borne by the successful firms. The stamped agreement will be deposited with the BESCOM and a copy of the agreement signed by both parties shall be delivered to the firm.

4.0 DELIVERY TERMS AND CONDITIONS

4.1 The approximate one year requirement of all types of meters in BRAZ is approx. 1,53,700 Nos. These meters are required for new service connection works, Janasnehi Vidyuth Sevegalu and for replacement of MNR/DC meters on need basis as against the purchase orders placed by Corporate office/ O&M Officers.

4.2 **Delivery to consumer:**

a. The Asst. Executive Engineer (Ele.), of the sub division will issue a letter to facilitate purchase of Meter by the consumer as per the requirement of BESCOM.

b. The consumer will purchase the specified meter from the identified/ authorized manufacturer’s retail sale outlet, duly

producing the letter given by Asst. Executive Engineer (Ele.), of the sub division. The cost of meter as approved by BESCOM is to be paid at the time of purchase by the consumer.

c. The meters duly tested as per IS and sealed by MT sealing sections of BESCOM, packed in a card board container will be sold to the consumer along with relevant documents like (i) Test certificate issued by the MT section of BESCOM (ii) Warranty along with (iii) cash receipt by manufacturer during sale of meter at the retail sale outlet indicating the serial no. of the meter. The meter should be distinctively different with a nameplate of different base colour and stating that it is consumer purchased meter. The consumer shall ensure that the meter is free from damages until it is handed over to the BESCOM AEE/AE/JE for service.

4.3 **Delivery to BESCOM:**

The contract order is initially valid for a period of **one year** extendable for another one year or till implementation of Smart meters whichever is earlier. Purchase orders will be placed by the Corporate office/concerned O&M officers depending upon their requirement on need basis (meters required for replacement of MNR/DC meters and servicing of installations under Janasnehi Vidyuth Sevegalu). The schedule shall be minimum of **15 days** from the date of issue of purchase order to stores as specified in the purchase order and minimum of **7 days** from the date of issue of Dispatch Instructions to outlets.

5.0 If the meters are not delivered within the delivery schedule stipulated in the PO's, the concerned field officers may place PO's on vendors finalized for other zonal enquiries with due notice to their area supplier, provided if the approved agency continues to default in supplies. Also, **action will be initiated as per the penalty clause.**

5.1 **Inspection call:**

During each inspection call, the bidder shall manufacture and offer for pre-dispatch inspection of each type of meters as detailed in the tender specifications. Further, the meters shall

be dispatched only after issue of dispatch instructions by General Manager, Meter & Commercial, BESCOM based on the inspection report.

In case of urgency/prevailing conditions, BESCOM at its discretion may waive off pre-dispatch inspection after obtaining approval from appropriate authority.

Agency shall intimate to the office of GM(M&C), division wise quantity of meters to be delivered to the respective outlets/ Divisional Stores at the time of inspection call.

5.2 Inspection and Tests:

a. The Owner or his Representative shall have the right to inspect and/or to Test the meters to confirm their conformity to the Contract. The Tests shall be done to validate the equipment's conformance to the Technical Specifications and the Owner shall notify the Supplier/Contractor in writing on the identity of any Representatives authorized for these purposes.

b. The Inspection and Tests may be conducted on premises of the Supplier/Contractor. When conducted on the premises of the Supplier/ Contractor all reasonable facilities and assistance including access to Drawings and Production Data shall be furnished to the Inspectors at no charge to the Owner.

c. If any inspected or Tested meters fail to conform to the Specifications, the Owner may reject them and the Supplier /Contractor shall either replace the rejected meters or make all alterations necessary to meet Specification requirements free of Cost to the Owner. If the Contractor fails to Offer meters for inspection on the specified date or the meters fails during the Test, all the expenses for subsequent inspections should be borne by the Contractor.

d. The Contractor shall offer the materials for inspection at least 15 days in advance.

6 The necessary arrangements for opening the retail sale outlets have to be made by the manufacturer at his cost only. In case BESCOM premises are available, the manufacturer can make use of this by paying a rent as prescribed by respective Divisional Civil Officials. The successful bidder shall operate the outlets in the areas identified by BESCOM as mentioned in Annexure-B (List of Retail outlet Locations) along with the locations as and when required and within reasonable time as specified in the LoI, without fail.

7 RANDOM SAMPLE TESTING AT MT LAB AFTER RECIPT OF Meters:

The sample of meters shall be selected randomly from the lot of meters supplied in each area retail outlet/store in approximately 1000:20 ratios in case of single phase meters and three phase whole current. However, 3 phase CT operated meters to be tested at MT laboratory as per IS.

This ratio can be changed by the purchaser. Subsequent failure of meters in sample testing, BESCOM at its discretion, reserves the right to cancel the contract and consider awarding to other suppliers. The samples will be selected by the purchaser's authorized officer. *All the meters shall be sealed in MT sealing lab before being dispatched to the retail outlet/store.*

8 Packing and forwarding:-

The meters shall be packed in cartons/ crates suitable for vertical/ horizontal transport as the case may be, and suitable to withstand handling during transport and outdoor storage during transit. The supplier shall be responsible for any damage to the equipment during transit, due to improper and inadequate packing. The easily damageable material shall be carefully packed and marked with the appropriate caution symbol. Proper arrangement for lifting, such as lifting hooks or handles etc., shall be provided. Any material found short or broken inside the packing cases shall be supplied immediately by supplier without any extra cost.

The packing shall be done as per the manufacturer's standard practice. However, packing should be safe and water- proof and manufacturer should ensure the packing such that, the material should not get damaged during transit by rail/ Road.

9 The successful bidder shall maintain a minimum of two months' average sales stock of meters duly tested, packed and sealed by the MT section of BESCOM ready at the retail outlet. If the successful bidder fails to maintain minimum stock, BESCOM at its discretion may intimate the consumer to purchase the meters from the other qualified vendor who has been awarded the other Zonal enquiries to ensure quality service and **action will be initiated as per the penalty clause. Average quantity will be intimated during the issue of LOI/ Contract order.**

10 REPLACEMENT OF DEFECTIVE METERS:

The meters declared defective by the consignees and / or by meter testing lab shall be replaced by the supplier upto the full satisfaction of the purchaser at the cost of supplier within 3 days of information by purchaser/stores officer.

11 After the tender has been accepted by BESCOM or by any Officer duly authorized by the BESCOM to accept the tender, all orders and instructions to the firm, except as herein otherwise provided, will be given by the General Manager (Ele.), Meter & Commercial on behalf of the BESCOM.

12 The retail outlet shall sell only those type of meters which are approved by BESCOM and any violation will entail cancellation of the arrangement by BESCOM beside initiating action for recovery of all losses against the existing firms.

13 The supplier shall maintain record of the issue of meters and this can be checked by BESCOM's representative of the officer of the rank of Executive Engineer at all reasonable times.

The meters manufactured by successful bidder shall pass the tests as per the relevant clause of technical specs. Any time, during the contract period/ extended period, the purchaser reserves the right to test the meters and will be picked up from the outlets/supplied lots at random and the meters will be tested at CPRI lab at the cost of BESCOM.

If the meters fail in the above tests,

- The award will be short closed and type testing charges has to be borne by the agency.
- The supplied Quantites pending at Outlets/ Divisional stores have to be taken back by the agency.

- Agency shall replace the defective meters as and when reported, out of the installed meters with good meters during the guarantee period. The same has to be replaced free of cost at his risk, failure to comply will attract penal action. An undertaking on the stamp paper in this regard has to be furnished by the agency.
- New Performance Bank Guarantee valid for a period of guarantee of meters proportional to 5% (**or percentage of PBG prevailing at that time**) of the amount equivalent to the quantum of meters already supplied shall be submitted, otherwise the original Performance Bank Guarantee will be forfeited. If the meters fail during the guarantee period, the same has to be replaced free of cost, failure to comply will attract penal action.
- In above case, BESCOM at its discretion may allow other successful bidders identified through the subject enquiry to run such outlets.

14 VOID

15 After one year of opening of outlets, further renewal of contract is again subject to type tests at the cost of supplier and price negotiation with BESCOM at that point of time. In case of any disagreement in cost/ quality after one year, outlets will be closed and retendered. The supplier at the discretion of BESCOM may have to keep the outlets open for at least 3 months (after one year) or till other alternative arrangements are made.

16 The firm shall display the maximum retail price duly indicating the basic price, GST etc. and produce all records for payment of taxes to concerned authorities when demands.

17 Whatever may be the conditions of sale specified or indicated in the quotation, it is only the conditions indicated in the Contract/Purchase order and tender specification that will be final and binding upon the BESCOM, and if any tenderer likes to add any other terms/conditions, the same shall be clearly brought out in the Tender itself as “DEVIATIONS”, which may be considered if acceptable to BESCOM.

18 In the event of the tender being accepted for the whole or any portion of the articles in the tender, the successful tenderer hereinafter referred to "Supplier/Contractor' shall execute all orders as per the delivery schedule stipulated in the Purchase Orders to be placed by the field officers.

19 TERMS OF PAYMENT FROM BESCOM:

A. BESCOM will arrange payment of 100% value of materials on receipt of goods and after inspection of materials at the destination and against presentation of dispatch and other documents as specified below by means of cheque from the consignee Division, after satisfying the terms & conditions of the order, and after receipt of materials acknowledgement statement from the consignee stores.

For arranging 100% payment, the following documents will have to be furnished by the Supplier/ Contractor to the concerned O&M divisions.

i. Invoice in duplicate, stamped and pre-receipted.
ii. Guarantee Certificate.
iii. E-way bill as per section 68 of CGST Act -2017.
iv. E-invoice if annual turnover exceeds 5 Crores as per the Notification No. 60/2020 dated 30.07.2020 by CBDT.

B. Payment shall be made to the agency :

i. Subject to penalty clause.
ii. Subject to collection of disposal cost as mentioned in Clause 23.0.
iii. Applicability of GST on penalty /LD as per Circular No.178/10/2022-GST dated: 03.08.2022.
iv. Deduction of GST TDS as per section 51 of CGST Act 2017.

19.1 Penalty:-

Penalty for the deficiency of service and non-deliverables are as follows:

Sl. No.	Particulars	Penalty levied at
1	In case of delay in delivering meters or materials against the delivery schedule or quantity ordered as per a. PO to the Divisional Stores. b. DI to the retail outlets	½% per week subject to a maximum of 10% of the PO/ DI amount on delayed/ undelivered portion. Note: Delay in delivery schedule for full and partial supply shall be calculated separately by considering the unit rate of each type of meters.
2	In case of No stock in outlet. (Minimum stock quantity in each outlet is 1ph-100 nos., 3phwc-50 nos., 3phCTop-25 nos., if not maintained considered as no stock)	Rs. 10000 per outlet per week subject to a maximum of Rs.40,000 per outlet.
3	In case of poor quality meters supply after successful type tests.	Equivalent to twice the meter cost applicable on no. of meters failed during

Sl. No.	Particulars	Penalty levied at
		testing and action as per Clause 13.0 of CoC.
4	In case of issue of Fake invoices related to Taxation/ GST.	BESCOM reserves the right to recover the loss sustained along with 10% of the loss amount as penalty besides terminating the contract.
Note: Exemption to penalty conditions may be allowed based on valid reasons as per clause 21.0 Force Majeure of CoC. Also, penalty attracts applicable GST.		

Due consideration will be given, however in the levy of penalty for reasons absolutely beyond the control of the contractor for which documentary evidence shall invariably be produced to the satisfaction of the competent authority.

20.0 Effect & jurisdiction of contract

The laws applicable to the contract shall be the laws in force in India. The courts of Bangalore in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract, including execution of arbitration awards.

21.0 Force Majeure:

Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foreseen or with a reasonable amount of diligence could not have foreseen and which substantially affects the Performance of the Contract, such as:

a. Natural phenomena, including but not limited to Floods, Droughts, Earthquakes, and Epidemics.

b. Acts of any Government including but not limited to War, declared or undeclared, Priorities, Guarantees, and Embargoes. Provided either Party shall, within fifteen (15) days from the occurrence of such a cause, notify the other in writing of such causes.

The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above. The date of Completion will be extended by a reasonable

time even though such cause may occur after Contractor's Performance of obligation has been delayed due to other causes.

22.0 Termination Of Contract:

In case the agency fails to carry out the contract as per the scope of the work and terms and conditions of the tender or in case the agency has completed any part consignment and failed to complete the balance within the contracted delivery period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date, the Company shall exercise its discretionary powers on any or all the following:

a. to recover from the supplier, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above; and
b. to purchase elsewhere,

   If the meters are not delivered within the delivery schedule stipulated in the PO's, the concerned field officers may place PO's on vendors finalized for other Zonal enquiries with due notice to their area supplier, provided, if the approved agency continues to default in supplies.
c. to cancel the purchase order.
d. to collect the testing charges, rejection of lot and obtaining fresh performance Bank Guarantee as per clause no.12 of Conditions of Contract.
e. to black list or not to consider future offers for a specified period.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied.

23.0 Collection of disposal cost of materials used made of FRP/PLASTIC/SMC and Polymer material used as per the circular issued by BESCOM vide OM No: BESCOM/ GM(Q,S&S)/ DGM(3)/ MGR/ BC-35/ 18-19/CYS-109 Dated: 03.09.2019 consequent to the direction issued by NGT/pollution control board. The cost is worked out by collecting information from meter manufacturers, hence following amount will be deducted from the tenderer as disposal cost:

Type of meter	Disposal cost in Rs.
Single phase	Rs.1.00 per meter
Three phase WC	Rs.2.00 per meter
Three phase CT	Rs.2.20 per meter

Disposal cost as per the above table shall be collected for the Quantity mentioned in the DI in Case of POs issued for the supply of meters to the Departmental Stores. However for the supply of meters to the Retail outlets disposal cost shall be collected at the Corporate Office/ by Concerned Divisions.

Sd/-
General Manager(Ele.)
Meter & Commercial,
BESCOM